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## Tarrant County Texas

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AAPL FORM 610RS - 1989

PGS 12 \$60.00

**MODEL FORM RECORDING SUPPLEMENT TO  
OPERATING AGREEMENT AND FINANCING STATEMENT**

L0563751

MADDOX-BADGER UNIT  
J. Davis Survey, A-418  
Tarrant County, Texas

Electronically Recorded  
Chesapeake Operating, Inc.

THIS AGREEMENT, entered into by and between Chesapeake Exploration, L.L.C., hereinafter referred to as "Operator," and Total E&P USA, Inc., the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated January 25, 2010 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.
2. The parties do hereby agree that:
  - A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
  - B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
  - C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
  - D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
  - E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
  - F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
  - G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

- H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
- I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
- J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
- K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

- A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

- B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.
- C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
- D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
- E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
- F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
- G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
- H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.
- 4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
- 5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
- 6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
- 7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.
- 8. Other provisions.  
None.

AAPL - FORM 610RS - 1989

Keasha Hubbs, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles NONE, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of the 23<sup>rd</sup> day of September, 2010.

**OPERATOR**

ATTEST OR WITNESS

Chesapeake Exploration, L.L.C.

By: Henry J. Hood

Title: Sr. Vice President – Land and Legal & General Counsel  
Date: September 23, 2010  
Address: P.O. Box 18496, Oklahoma City, OK 73118

**NON-OPERATORS**

ATTEST OR WITNESS

Total E&P USA, Inc.

By: Brian Flannigan

**Eric Bonnin**  
Title: Vice President, Business Development & Strategy  
Date: 10-4-10  
Address: 1201 Louisiana, Houston, TX 77002

AAPL - FORM 610RS - 1989

## ACKNOWLEDGMENTS

## NOTE:

The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

## Acknowledgment in Representative Capacity

State of OKLAHOMA §

§ ss.

County of OKLAHOMA §

This instrument was acknowledged before me on September 23, 2010, by Henry J. Hood as  
Sr. Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

(Seal, if any)

Name: Keasha Hood

My commission expires: \_\_\_\_\_

## Acknowledgment in Representative Capacity

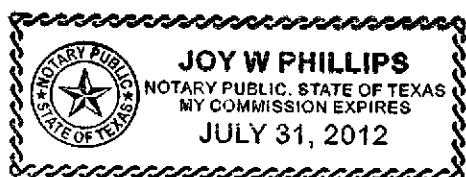
State of TEXAS §

§ ss.

County of HARRIS §

This instrument was acknowledged before me on October 4, 2010, by Eric Bonnici as Vice President,  
Business Development & Strategy of Total E&P USA, Inc.

(Seal, if any)

Name: Joy W Phillips

My commission expires: \_\_\_\_\_

## EXHIBIT "A"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED SEPTEMBER 23, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

1. Contract Area: The Contract Area is the Unit shown on Exhibit "A-1" attached hereto.  
The Leases subject to this Operating Agreement are listed on Exhibit "A-2" attached hereto.
2. Restrictions as to depths and formations: None.
3. Interests of Parties:

<u>Owner</u>	<u>Working Interest</u>
Chesapeake Exploration, L.L.C. P. O. Box 18496 Oklahoma City, Oklahoma 73154-0496 Attention: Henry J. Hood	75.000000%
Total E&P USA, Inc. 1201 Louisiana, Suite 1800 Houston, TX 77002 Attention: Eric Bonnin	25.000000%
TOTAL	100.000000%

EXHIBIT "A-1"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED SEPTEMBER 23, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

**FIELD NOTE DESCRIPTION FOR  
THE MADDOX-BADGER UNIT**

243.3036 acre MADDOX BADGER UNIT, situated in the J. DAVIS SURVEY, Abst. No. 418, J.W. HAYNES SURVEY, Abst. No. 778, J. RINGER SURVEY, Abst. No. 1286 and the J. VANRIPER SURVEY, Abst. No. 1286, Tarrant County, Texas, said Unit being more particularly described as follows:

Beginning at a 1/2" iron rod found in the east line of Martin Luther King, Jr. Freeway (U.S. Highway No. 287), at the northwest corner of SEIBOLD ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Plat Cabinet A, Slide 8243, Plat Records, Tarrant County, Texas, said point having a HPGN/HARN NAD 83 coordinate value of X=2338112.255, Y=6951509.300;

THENCE along the east line of said U.S. Highway No. 287, as follows:

S 89°38'01" W, a distance of 6.11 feet to a point;  
N 00°26'28" W, a distance of 415.38 feet to a point;  
N 20°38'00" W, a distance of 230.77 feet to a point;  
N 04°35'00" W, a distance of 60.14 feet to a point;  
N 11°45'03" W, a distance of 15.30 feet to a point;  
N 04°11'28" W, a distance of 125.27 feet to a point;  
N 05°55'58" W, a distance of 50.23 feet to a point';  
N 04°38'07" W, a distance of 150.40 feet to a point;  
N 03°37'41" W, a distance of 18.03 feet to a point;  
N 04°43'56" W, a distance of 180.45 feet to a point;  
N 42°15'04" E, a distance of 27.29 feet to a point;  
N 00°26'28" W, a distance of 40.00 feet to a point in the approximate center of Vickery Boulevard at the northwest corner of the herein described Unit having an HPGN/HARN NAD 83 coordinate value of  
X=2337989.215, Y= 6952798.351;

THENCE along the approximate center of said Vickery Boulevard as follows:

N 89°33'32" E a distance of 107.05 feet to a point;  
N 89°41'47" E a distance of 124.83 feet to a point;  
N 89°03'56" E a distance of 2939.91 feet to a point at the northeast corner of the herein described Unit having a HPGN/HARN NAD 83 coordinate value of X= 2341160.602, Y= 6952847.777;

THENCE S 00°31'26" E a distance of 725.41feet to a point;

THENCE S 01°13'19" E a distance of 127.67 feet to a point;

THENCE S 56°33'09" E a distance of 72.93feet to a point ;

THENCE S 89°48'12" E a distance of 166.83 feet to a point;

THENCE S 00°43'39" E a distance of 1018.04 feet to a point;

THENCE S 89°16'21" W a distance of 67.36 feet to a point;

THENCE S 00°33'46" E a distance of 1309.38 feet to a point in the approximate center of Avenue J, at the southeast corner of the herein described Unit, having a HPGN/HARN NAD 83 coordinate value of X= 2341356.074, Y= 6949625.866;

THENCE along the approximate center of said Avenue J and Maddox Avenue as follows:

S 89°56'01" W a distance of 441.31 feet to a point;  
S 87°20'19" W a distance of 251.61 feet to a point;  
S 81°24'30" W a distance of 243.76 feet to a point;  
S 77°15'21" W a distance of 639.26 feet to a point;  
N 89°36'01" W a distance of 1517.64 feet to a point in the east line of said U.S. Highway  
No. 287, at the southwest corner of the herein described Unit, having a HPGN/HARN  
NAD 83 coordinate value of X= 2338281.286, Y= 6949446.824;

THENCE along the east line of said U.S. Highway No. 287 as follows:

N 35°09'16" W a distance of 34.92 feet to a point;  
N 13°43'27" W a distance of 102.57 feet to a point;  
N 08°13'27" W a distance of 141.32 feet to a point;  
N 04°50'27" W a distance of 100.42 feet to a point;  
N 00°50'27" W a distance of 51.01 feet to a point;  
N 03°56'58" E a distance of 80.19 feet to a point;  
N 04°46'17" W a distance of 231.07 feet to a point;  
N 01°40'10" W a distance of 99.27 feet to a point;  
N 02°08'33" E a distance of 179.14 feet to a point;  
N 09°08'36" W a distance of 95.35 feet to a point;  
N 04°25'27" W a distance of 99.69 feet to a point ;  
N 23°42'27" W a distance of 105.95 feet to a point;  
N 02°01'37" W a distance of 52.95 feet to a point ;  
N 03°55'00" W a distance of 196.77 feet to a point;  
N 45°02'21" E a distance of 64.58 feet to a point;  
N 11°45'03" W a distance of 82.07 feet to a point ;  
N 04°55'08" W a distance of 390.53 feet to the POINT OF BEGINNING and containing  
243.303 acres of land.

NOTE:

BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE  
TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 HPGN/HARN AND NAD  
27 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM GPS  
OBSERVATIONS AND ARE BASED ON NGS MONUMENT  
BURLESON 2 (NAD 83 HPGN/HARN X=2332563.08, Y=6893138.04)

End of Exhibit "A-1"

**EXHIBIT "A-2"**  
**Memorandum of Joint Operating Agreement dated September 23, 2010, by and between Chesapeake Exploration, L.L.C., as Operator, and Total E&P USA, Inc., as Non-Operator.**

The Following leases are included in the Contract Area insofar and only insofar as each oil and gas lease covers land within the Unit described on Exhibit A-1 and any amendment thereto.

LEASE NUMBER LESSOR	LEASE NUMBER LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0141608-000	ADOLFO GONZALEZ	11/17/2009	11/17/2014	D209309674	B2 L9 10, CLAY WITHERS ADDITION
TX0141609-000	ADOLFO GONZALEZ	11/17/2009	11/17/2014	D209309675	B2 L7 8, CLAY WITHERS ADDITION
TX0141655-000	ADOLFO GONZALEZ	11/17/2009	11/17/2014	D209312968	B2 L11, CLAY WITHERS ADDITION
TX0141655-000	ADOLFO GONZALEZ	11/17/2009	11/17/2014	D209312968	B2 L12, CLAY WITHERS ADDITION
TX0138972-000	ALEJANDRINA FLORES	5/21/2009	5/21/2014	D209139225	B36 L23, POLYTECHNIC HEIGHTS ADDITION
TX0138752-000	ALFREDO & SULEMA DOMINGUEZ	5/8/2009	5/8/2014	D209130039	B2 L3, STRIPLING PLACE ADDITION
TX0124958-000	ALMA TEAGUE	5/28/2008	5/28/2013	D208212714	B35 L5 6, POLYTECHNIC HEIGHTS ADDITION
TX0122961-000	ANGELICA CARNEY & ENRIQUE ANNA GANDERA ET AL	5/9/2008	5/9/2013	D208200616	BLOCK 33, LOT 21, POLYTECHNIC HEIGHTS ADDITION
TX0047006-000	ANTANACIO & MARIA SANCHEZ	1/12/2008	1/12/2011	D208056135	0.43 AC, J DAVIS SVY, A-418
TX0135953-000	ANTANACIO & MARIA SANCHEZ	11/18/2008	11/18/2013	D208456815	B1 L10 11, CLAY WITHERS ADDITION
TX0135958-000	BENNY RAY GARZA	11/18/2008	11/18/2013	D208456820	B1 L11 12, CLAY WITHERS ADDITION
TX0136871-000	BILL BURDOCK	1/24/2009	1/24/2014	D209028438	B61 L15, POLYTECHNIC HEIGHTS ADDITION
TX0139364-000	BILL BURDOCK	6/3/2009	6/3/2014	D209164378	BBL 1, OCIE SPEER ADDITION
TX0139365-000	CARLA JOE JONES	6/3/2009	6/3/2014	D209164379	BBL 2 3, OCIE SPEER ADDITION
TX0140872-000	CHASTA ENGLAND	9/29/2009	9/29/2014	D209265141	B3 L5, STRIPLING PLACE ADDITION
TX0139322-000	CHESAPEAKE ROYALTY, L.L.C.	6/11/2009	6/11/2014	D209163053	B10 LA, SEIBOLD ADDITION
TX0466782-000	CHICAGO PROPERTIES INC	9/30/2009	9/30/2012	D209313324	LOT 2-8, BLOCK 2, AH FISH
TX0098418-000	CITY OF FORT WORTH	9/28/2007	9/28/2012	D207405559	B61 L8 9, POLYTECHNIC ADDITION
TX0460738-000	CITY OF FORT WORTH	8/3/2009	8/3/2011	D209238061	J. DAVIS SURVEY, A-418
TX0460739-000	CLEAR CHANNEL OUTDOOR INC	8/3/2009	8/3/2011	D209265662	J. VAN RIVER SURVEY, A-1590
TX0066145-000	CLOMA FOX	3/2/2007	3/2/2012	D207110072	LOT 9, BLK 1, MEADOW ADDITION
TX0122968-000	COLLINS FAMILY LIMITED PARTNER	5/9/2008	5/9/2013	D208200617	BLOCK 36, LOT 10, POLYTECHNIC HEIGHTS ADDITION
TX0074374-000	DALE RESOURCES, LLC	12/15/2006	12/15/2011	D207206971	BLOCK 6, LOT 6, CLAY WITHERS ADDITION
TX0095430-000	CORDELL AND CYNTHIA DAVIS	9/21/2007	9/21/2012	D207380989	B3 L7 8, CLAY WITHERS ADDITION
TX0095427-000	CORDELL DAVIS	9/21/2007	9/21/2012	D207380988	B3 L3R, CLAY WINTERS ADDITION
TX0139318-000	CORNELIUS N SMITH	6/10/2009	6/10/2014	D209163051	B2 L6 & S 35' OF L5, CLAY WITHERS ADDITION
TX0142344-000	CORNELIUS SMITH	1/6/2010	1/6/2015	D210032106	LOT 4, N 15' OF L5 BLK 2, CLAY WITHERS ADDITION
TX0047099-000	DAJUANA MILLER - BOGAN	11/8/2007	11/8/2012	D208059985	TR 2B, JOHN DAVIS SURVEY - A-418
TX0086512-000	DAJUANA MILLER-BOGAN	8/15/2007	8/15/2012	D207318856	TR 2B, JOHN DAVIS SURVEY - A-418
TX2202854-000	DANG & NGA THI HO HUYNH	12/5/2005	12/5/2010	D206051017	JOHN DAVIS SVY, A-418
TX0135496-000	DAVID & ELENA NAVA	8/29/2008	8/29/2013	D208444363	B35 L8, POLYTECHNIC HEIGHTS ADDITION
TX0068379-000	DAVID & JUDY HOADLEY	4/9/2007	4/9/2012	D207132901	L4 B3, STRIPLING PLACE ADDITION
TX0104316-000	DAVID M & PAULA J POST	12/6/2007	12/6/2012	D208001664	B1 LC, STRIPLING PLACE ADDITION
TX0015900-000	DOROTHY LEE KNOLES AUSBORNE	6/15/2007	6/15/2010	D207244694	LOT 11, BLK 10, STEBOLD ADDITION

LEASE NUMBER LESSOR	LESSEE	LEASE DATE	EXPIRATION RECORDING	LEGAL DESCRIPTION
TX0125033-000	DOROTHY WRZESINSKI	6/6/2008	6/6/2013 D208228369	B2 L5, STRILING PLACE ADDITION
TX0049072-000	DOROTHY MITCHELL TAYLOR	1/31/2008	1/31/2013 D208110956	LOT H, BLOCK 1, STRILING PLACE
TX0140386-000	ELDER INVESTMENTS	7/31/2009	7/31/2014 D209239328	B4 L14 15 16, CLAY WITHERS ADDITION
TX0140385-000	ELDER INVESTMENTS	7/31/2009	7/31/2014 D209239327	B3 L2R, CLAY WITHERS ADDITION
TX0083829-000	ELVALENA CANTER	7/23/2007	7/23/2012 D207299664	A418 T5A01, JOHN DAVIS SURVEY
TX0130027-000	EMMANUEL & MARIA AJAEGBU	7/15/2008	7/15/2013 D208287306	B61 L19, POLYTECHNIC HEIGHTS ADDITION
TX0047409-000	ERIC J ROBERTS	12/17/2007	12/17/2010 D208063708	L15, B36, POLYTECHNIC HEIGHTS ADDITION
TX0112399-000	ESSIE FONTENOT	3/5/2008	3/5/2013 D208087925	B5L7, CLAY WITHERS ADDITION
TX0141200-000	EUNICE PRICE	10/15/2009	10/15/2014 D209283146	B10 L24, SEIBOLD ADDITION
TX0139523-000	FELIPE & ANNA JUAREZ	6/25/2009	6/25/2012 D209175543	B35 L13 14, POLYTECHNIC HEIGHTS ADDITION
TX0139522-000	FELIPE & ANNA JUAREZ	6/25/2009	6/25/2012 D209175542	B62 L12, POLYTECHNIC HEIGHTS ADDITION
TX0139524-000	FELIPE JUAREZ	6/25/2009	6/25/2012 D209175544	B62 L11, POLYTECHNIC HEIGHTS ADDITION
TX0130640-000	FLORENCE HARLOW	7/10/2008	7/10/2013 D208299026	B3 L4 L5, CLAY WITHERS ADDITION
TX0460622-001	FORT WORTH ISD	6/3/2009	6/3/2011 D209161905	LOT 33-A, W. E. HAWKINS ADDITION
TX0460622-001	FORT WORTH ISD	6/3/2009	6/3/2011 D209161905	LOT 1R, BLOCK 1, POLYTECHNIC ADDITION
TX0124495-000	FRANCISCO & NORMA MARTINEZ	5/29/2008	5/29/2013 D208217739	B36 L3, POLYTECHNIC HEIGHTS ADDITION
TX0101206-000	GEORGE ZAMORA	10/9/2007	10/9/2012 D207425790	B10 LD, SEIBOLD ADDITION
TX2203047-000	GEORGIA BYERLY	2/13/2006	2/13/2011 D209062552	1.0 AC, JOHN DAVIS SVY, A-418
TX2203047-000	GEORGIA BYERLY	2/13/2006	2/13/2011 D209062552	203 AC, J. VANRIPER SVY, A-1590
TX0125760-000	GLADYS NELL FRANKLIN	6/2/2008	6/2/2013 D208236891	B36 L5, POLYTECHNIC HEIGHTS ADDITION
TX0139787-000	GREGG SCHELLHAMMER	7/10/2009	7/10/2014 D209193743	B3 L12, CLAY WITHERS ADDITION
TX0139788-000	GREGG SCHELLHAMMER	7/10/2009	7/10/2014 D209231169	B3 L11, CLAY WITHERS ADDITION
TX0112045-000	HARRY F & WALTER M WILSON	2/29/2008	2/28/2013 D208082945	A PORTION OF L7 & 8, CLAY WITHERS ADDITION
TX0126475-000	HATTIE & DAVID BLACKSHEAR	6/16/2008	6/16/2013 D208246450	B61 L22, POLYTECHNIC HEIGHTS ADDITION
TX0138328-000	HERMINIA CORTES	4/5/2009	4/5/2014 D209102310	B10 L17, SEIBOLD 1ST FILING ADDITION
TX0051630-000	HOLLIS G. SLOAN	11/30/2006	11/30/2009 D207005086	B2, L1 OF THE STRILING PLACE ADDITION
TX0141970-000	HOWARD W NICHOLS & JOHN H FARR	12/16/2009	12/16/2014 D210003702	B4 L3R, CLAY WITHERS ADDITION
TX0015901-000	HUBERT & IDA CANADY	6/11/2007	6/11/2010 D207211108	LOT 16, BLOCK 10, SEIBOLD ADDITION
TX0140222-000	HUMBERTO BORJON	8/17/2009	8/17/2014 D209225446	B35 L11 12, POLYTECHNIC HEIGHTS ADDITION
TX0070062-000	J. REFUGIO & RITA HERNANDEZ MO	2/27/2007	2/27/2012 D207149626	B10 L6, SIEBOLD ADDITION
TX0142542-000	JACINTO & MARIA RUBIO	2/2/2010	2/2/2015 D210031594	B1 LB, STRILING PLACE ADDITION
TX0042612-000	PALOMA BARNETT, LLC	9/15/2007	9/15/2012 D207445077	LOT 10, BLOCK 35, POLYTECHNIC HEIGHTS ADDITION
TX0131546-000	JACK & JERODINE RUSSELL	6/30/2008	6/30/2013 D208314174	B61 L18, POLYTECHNIC HEIGHTS ADDITION
TX0129292-000	JAMES BROWN	6/24/2008	6/24/2013 D208282720	B10 L9, SEIBOLD ADDITION
TX0055974-000	JAMES M & CATHY CUSHMAN	1/12/2007	1/12/2012 D207034087	LOT 7, BLK 1, CLAY WITHERS ADDITION
TX0056740-000	JAMES M & CATHY CUSHMAN	1/12/2007	1/12/2012 D207034087	LOT 1-L, CLAY WITHERS ADDITION
TX2202650-000	JAMES N AUSTIN, JR, ET AL	4/6/2006	4/6/2011 D206342039	LOT 1-R, BLOCK A, SEIBOLD ADDITION
TX0049048-000	JAVIER VILLAGOMEZ	11/13/2007	11/13/2012 D208109455	LOT 11, BLOCK 61, POLYTECHNIC HEIGHTS ADDITION
TX0093898-000	JAY & NANCY CLAUNCH	9/27/2007	9/27/2012 D207371073	B33 L14 16 17, POLYTECHNIC HEIGHTS ADDITION

LEASE NUMBER LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0093897-000	JAY & NANCY CLAUNCH	9/27/2007	9/27/2012 D207371074	B36 L6 7, POLYTECHNIC HEIGHTS ADDITION	
TX0138303-000	JEANNE DOOGES	3/25/2009	3/25/2014 D209098942	B36 L16, POLYTECHNIC ADDITION	
TX0126156-000	JERRY PHILLIPS	6/5/2008	6/5/2013 D208228506	B35 L7, POLYTECHNIC HEIGHTS ADDITION	
TX0111558-000	JESUS AND ODELINDA AMAYA	2/29/2008	2/28/2013 D208080695	B2 L7, STRIPLING PLACE ADDITION	
TX0095498-000	JESUS GARCIA ORTIZ	9/26/2007	9/26/2012 D207384718	BB L15-18 23-26, OCIE SPEER ADDITION	
TX0130192-000	JESUS OCHOA & ELIZABETH VELOZ	9/26/2007	9/26/2012 D207384718	BB LA B, OCIE SPEER ADDITION	
TX0127114-000	JIMMIE DANIELS	7/18/2008	7/18/2013 D208293566	B6 L4, WITHERS CLAY ADDITION	
TX0140603-000	JOHN & KARON MILLIGAN	6/16/2008	6/16/2013 D208247946	B36 L8, POLYTECHNIC HEIGHTS ADDITION	
TX0112389-000	JOSE & TOMASA S GARCIA	9/8/2009	9/8/2014 D209250823	B31 L13, CLAY WITHERS ADDITION	
TX0108299-000	JOSE MORENO	2/19/2008	2/19/2013 D208087903	B2 L12, STRIPLING PLACE ADDITION	
TX0094018-000	JOSE ROJO	1/25/2008	1/25/2013 D208041899	B33 L1 2 3 4, POLYTECHNIC HEIGHTS ADDITION	
TX0098540-000	JUAN & ALICIA MUÑOZ	9/26/2007	9/26/2012 D207370893	B10 LB C, SEIBOLD ADDITION	
TX0140593-000	JUAN & KATHLEEN CEJAS	10/29/2007	10/29/2012 D207404123	B10 L5, SEIBOLD ADDITION	
TX0140592-000	JUAN & KATHLEEN CEJAS	9/12/2009	9/12/2014 D209250813	B4 L5, CLAY WITHERS ADDITION	
TX0087228-000	JUANITA W RZEPNIEWSKI	9/12/2009	9/12/2014 D209250812	B4 L12, CLAY WITHERS ADDITION	
TX0045278-000	JUDY A MASTON	8/29/2007	8/29/2012 D207322680	B10 L22, SEIBOLD ADDITION	
TX0124282-000	JUDY CAROL WINASKI	12/17/2007	12/17/2012 D208033250	LOT 23, BLOCK 10, SEIBOLD ADDITION	
TX0086224-000	KOFFIGAN DJONDO	5/21/2008	5/21/2013 D208212863	B35 L4, POLYTECHNIC HEIGHTS ADDITION	
TX0044877-000	L GARCIA & MARIA T RODRIGUEZ	8/22/2007	8/22/2012 D207307167	B10 L10, SEIBOLD ADDITION	
TX0045725-000	LEOPOLDO & ALVAREZ CARRILLO	12/8/2007	12/8/2012 D208031698	LOT 22, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION	
TX2207486-000	LEROI J YORK	12/15/2007	12/15/2012 D208031301	LOT 6, BLOCK 2, STRIPLING PLACE ADDITION	
TX0044609-000	LETICIA GARCIA	10/3/2006	10/3/2011 D206342450	B2, LOT 10, STRIPLING PLACE ADDITION	
TX0088107-000	LINDA LATKINS AKA LINDAL	12/1/2007	12/1/2012 D208030714	LOT 20, BLOCK 33, POLYTECHNIC HEIGHTS	
TX0140600-000	LUIS & IMELDA HERNANDEZ	7/17/2007	7/17/2010 D207333584	B71, L7 HIGHLAND ADDITION;	
MA DAVIDSON FAMILY LIMTED	MA DAVIDSON FAMILY LIMTED	9/15/2009	9/15/2014 D209250820	B6 L5, CLAY WITHERS ADDITION	
TX0089242-000	PARTNERSHIP	9/14/2007	9/14/2010 D207337448	B2 L4, STRIPLING PLACE ADDITION	
TX0089693-000	MA DAVIDSON FAMILY LIMTED	7/17/2007	7/17/2012 D207337484	B10, L7 SIEBOLD ADDITION	
TX0045529-000	PARTNERSHIP	8/28/2007	8/28/2012 D208044573	LOT 15, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION	
TX0113609-000	MALONE INVESTMENT GROUP INC	3/20/2008	3/20/2013 D208106944	B33 L24, POLYTECHNIC HEIGHTS ADDITION	
TX0140163-000	MANUEL MORALES	8/10/2009	8/10/2014 D2092220200	B5 L8, CLAY WITHERS ADDITION	
TX0047524-000	MARGARET BUSBY	1/1/2008	1/1/2011 D208065422	20 ACRES, STRIPLING PLACE SUBDIVISION	
TX0141776-000	MARIA BENEVIDEZ	11/20/2009	11/20/2014 D209323928	LOT 8, BLOCK 2, STRIPLING PLACE	
TX0042940-000	MARIA E RANGEL	9/6/2007	9/6/2012 D207448338	LOT 13, BLOCK 10, SEIBOLD ADDITION	
TX0095907-000	MARIA VILLAPANDO	10/13/2007	10/13/2012 D207387415	B35 L19 20, POLYTECHNIC HEIGHTS ADDITION	
TX0135955-000	MARK S JOHNSON	11/13/2008	11/13/2013 D208456817	B61 L20, POLYTECHNIC HEIGHTS ADDITION	
TX0136440-000	MARTIN & LYDIA CARRILLO	12/12/2008	12/12/2013 D208463357	B33 L23, POLYTECHNIC HEIGHTS ADDITION	
TX0137693-000	MARY COLEMAN HARRIS	3/4/2009	3/4/2014 D209065513	B61 L4, POLYTECHNIC HEIGHTS ADDITION	

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TX0071116-000	MARY HERNANDEZ	2/27/2007	2/27/2012	D207161861	BB L4&5, OCIE SPEER ADDITION
TX0114171-000	MARY L COLLINS	3/25/2008	3/25/2013	D208107944	B1 LF, STRIPLING PLACE ADDITION
TX0107573-000	MAXINE MARCHBANKS	1/23/2008	1/23/2011	D208034599	B5 L10, WITHERS CLAY ADDITION
TX2930207-000	MC MINERAL COMPANY LLC	11/16/2009	12/31/2013	D209302049	LOT 8, BLK 36, POLYTECHNIC HEIGHTS ADDITION BLOCK 70, LOT 7 LESS ROW, HIGHLAND TO GLENWOOD ADDITION
TX0121180-000	MICHAEL O ADKINS SR	5/7/2008	5/7/2013	D208184450	B33 L18, POLYTECHNIC HEIGHTS ADDITION
TX0099589-000	MIGUEL & LETICIA GARCIA	7/2/2007	7/2/2012	D207416316	L13, B36, POLYTECHNIC HEIGHTS
TX0048656-000	MIGUEL ESPINOSA	12/18/2007	12/18/2012	D208092243	B10 L15, SEIBOLD ADDITION
TX0139255-000	NANCY TURNBULL JENKINS	4/28/2009	4/28/2014	D209160700	B1 L1-4, CLAY WITHER ADDITION
TX0138689-000	NETTIE COOPER CASSIDY	5/6/2009	5/6/2014	D209125301	B33 L5-12, POLYTECHNIC HEIGHTS ADDITION
TX0130861-000	NEW MT. CARMEL MISSIONARY	7/21/2008	7/21/2013	D208299392	B1 L5 6, CLAY WITHERS ADDITION
TX0130861-000	NEW MT. CARMEL MISSIONARY	7/21/2008	7/21/2013	D208299392	B1 L5 6, CLAY WITHERS ADDITION
TX0074432-000	OLLIN COLLINS	12/15/2006	12/15/2011	D207207088	LOT 13, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION
TX010578-000	OMNIAMERICAN BANK	11/16/2007	11/16/2010	D207426531	B5 L1-6 & 11-16, CLAY WITHERS ADDITION
TX0044948-000	PASCHAL & FRANCISCA SALGADO	10/27/2007	10/27/2012	D208031890	LOTS 1, 2, 3 & 4, BLOCK 2, CLAY WITHERS ADDITION
TX0125537-000	PEDRO BORJA	6/1/2008	6/1/2013	D208232800	B36 L19, POLYTECHNIC HEIGHTS ADDITION
TX0110116-000	PEDRO GUZMAN	12/18/2007	12/18/2012	D208066157	A1590 T44 A418 T4C, JOHN VAN RIPER SURVEY
TX0110141-000	PEDRO GUZMAN	2/21/2008	2/21/2013	D208066163	A1590 T43A, JOHN VAN RIPER SURVEY
TX0480645-000	PRESIADO ROSARIO GONZALEZ	2/29/2008	2/28/2013	D208187248	LOT 12, BLOCK 36, POLYTECHNIC HEIGHTS ADDITION
TX0047730-000	RACHEL MENDEZ	12/28/2007	12/28/2012	D208066036	LOT 8, BLOCK 6, CLAY WITHERS ADDITION
TX0141663-000	RAY ANTHONY GEE	10/5/2009	10/5/2014	D209315581	B1 LG, STRIPLING PLACE ADDITION
TX0139619-000	RICARDO & ROSA MARIA RODRIGUEZ	6/30/2009	6/30/2014	D209188328	B3, L24 OF THE POLYTECHNIC HEIGHTS ADDITION
TX0046700-000	RICHARD SOTO	12/11/2007	12/11/2012	D208032307	LOTS 2 & 3, BLOCK 6, CLAY WITHERS
TX0048733-000	RICHMOND WEBB	2/25/2008	2/25/2013	D208094508	LOTS 23 & 24, BLOCK 61, POLYTECHNIC HEIGHTS
TX0015904-000	PALOMA BARNETT, LLC	6/20/2007	6/20/2010	D207217891	LOT 14, BLOCK 10, SIEBOLD ADDITION
TX0086227-000	WESTERN PRODUCTION COMPANY	8/22/2007	8/22/2012	D207307170	LOT 14, BLOCK 10, SIEBOLD ADDITION
TX0080487-000	PALOMA BARNETT, LLC	7/12/2007	7/12/2012	D207270954	LOT 8, BLK 10 SEIBOLD ADDITION
TX0142265-000	ROBERT & HELEN DIGGS	1/14/2010	1/14/2013	D210017247	L3-5, B62, POLYTECHNIC HEIGHTS ADDITION
TX0043995-000	ROBERT M LAY & TED M WILLIAMS	12/27/2007	12/27/2012	D208102139	B36 L20R, POLYTECHNIC HEIGHTS ADDITION
TX0105147-000	ROBERT W & HELEN LITTLE	12/26/2007	12/26/2012	D208008733	B3 L14 15 & S. 10, CLAY WITHERS ADDITION
TX0139482-000	ROSALYN & TONY A ROBERSON	6/22/2009	6/22/2012	D209174413	B35 L15, POLYTECHNIC HEIGHTS ADDITION
TX0139483-000	ROSALYN ROBERSON	6/22/2009	6/22/2012	D209174414	B35 L16, POLYTECHNIC HEIGHTS ADDITION
TX0126507-000	ROSEMARY, SILVA	6/10/2008	6/10/2013	D208246425	B36 L20R, POLYTECHNIC HEIGHTS ADDITION
TX0125101-000	ROSIA H ADAMS	6/4/2008	6/4/2013	D208228498	B36 L14, POLYTECHNIC HEIGHTS ADDITION
TX0047720-000	PALOMA BARNETT, LLC	12/31/2007	12/31/2012	D208066026	B36 L14, POLYTECHNIC HEIGHTS ADDITION
TX0110595-000	DALE PROPERTY SERVICES, LLC	2/8/2008	2/8/2013	D208071296	B1 LA, STRIPLING PLACE ADDITION
TX0083081-000	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2010	D207291698	B33, L19 POLYTECHNIC HEIGHTS ADDITION
TX0112622-000	DALE PROPERTY SERVICES, LLC	3/11/2008	3/11/2013	D208090978	B3 L3, STRIPLING PLACE ADDITION

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TX0129293-000	SEVERO DUQUE & VEROICA HERNANDEZ	DALE PROPERTY SERVICES, LLC	6/27/2008	D208283185	B3 L2, STRILING PLACE ADDITION
TX0111788-000	SHIRLEY ANN SIMON	DALE PROPERTY SERVICES, LLC	2/29/2008	D208080690	B2 L2, STRILING PLACE ADDITION
TX0047587-000	SOCORRO GAVRIO	PALOMA BARNETT, LLC	12/2/2007	D208065711	LOT 3, BLOCK 61, POLYTECHNIC HEIGHTS ADDITION
TX0109464-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	D208054537	B6 L2, CLAY WITHERS ADDITION
TX0109468-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	D208054536	B6 L3, CLAY WITHERS ADDITION
TX0132576-000	TAMMIE DOUGLAS	DALE PROPERTY SERVICES, LLC	8/15/2008	D208332961	B62 L2 1, POLYTECHNIC HEIGHTS ADDITION
TX4572253-000	TARRANT COUNTY HOSPITAL	FOUR SEVENS RESOURCES CO	8/28/2007	D207307608	L1 B63-A, POLYTECHNIC HEIGHTS ADDITION
TX0461637-000	TARRANT COUNTY HOSPITAL DISTRI	CHESAPEAKE EXPLORATION, L.L.C.	12/1/2009		
TX00738920-000	TERESA JEAN JONES	DALE PROPERTY SERVICES, LLC	7/7/2007	D207255633	A418, JOHN DAVIS SURVEY
TX0124227-000	THE RAMON ROMERO CORPORATION, INC	DALE PROPERTY SERVICES, LLC	5/21/2008	D208211881	BA LAR, SEIBOLD ADDITION
TX0110129-000	VIRGINIA JOAN SHULL	DALE PROPERTY SERVICES, LLC	2/12/2008	D208066160	B2 L11, STRILING PLACE ADDITION
TX0136872-000	WILMOT & TERESA CAMPBELL JR	DALE PROPERTY SERVICES, LLC	1/24/2009	D208028439	B61 L13 14, POLYTECHNIC HEIGHTS ADDITION
TX0104955-000	Y LETICIA SANCHEZ VIGIL	DALE PROPERTY SERVICES, LLC	12/13/2007	D208001820	BB L5B 6, SPEER OCIE ADDITION
TX0104952-000	Y LETICIA SANCHEZ VIGIL	DALE PROPERTY SERVICES, LLC	12/13/2007	D208001819	BB L7 8A, SPEER OCIE ADDITION
TX0104445-000	Y LETICIA VIGIL	DALE PROPERTY SERVICES, LLC	12/12/2007	D207454750	BB L4, OCIE SPEER ADDITION

Record & Return To:  
 Chesapeake Operating, Inc.  
 P.O. Box 18496  
 Oklahoma City, OK 73154